

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

JARED SIMMONS,
an Oklahoma resident,

Plaintiff,

v.

No. CIV-04-507-T

LIBERTY MUTUAL INSURANCE
COMPANY, SCHNEIDER NATIONAL
CARRIERS, INC., and FRANK
ANDREW MESZAROS,

Defendants.

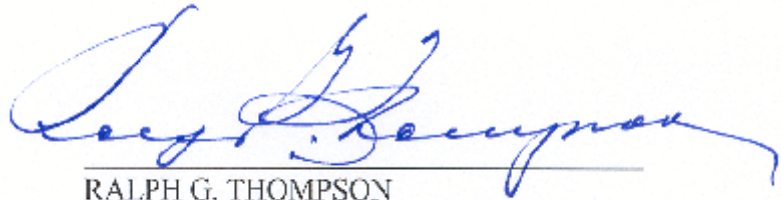
ORDER OF DISMISSAL WITHOUT PREJUDICE

The Court has before it the “Stipulation of Dismissal Without Prejudice” filed by Plaintiff on July 5, 2005. Although Plaintiff suggests the stipulation was filed pursuant to Fed.R.Civ.P. 41(a)(1), it is clear that Plaintiff’s filing does not satisfy either subpart of that Rule. Specifically, Plaintiff’s filing does not satisfy Fed.R.Civ.P. 41(a)(1)(i) because the filing was made after Defendants filed their answers. In addition, Plaintiff’s filing does not satisfy Fed.R.Civ.P. 41(a)(1)(ii) because the stipulation of dismissal was not “signed by all parties who have appeared in the action.”¹

Thus, the Court construes Plaintiff’s filing as a request for dismissal pursuant to Fed.R.Civ.P. 41(a)(2). As it appears that the parties are in agreement that Plaintiff should be permitted to dismiss his claims without prejudice, the Court grants Plaintiff’s request and dismisses his claims without prejudice.

¹ Although the proposed order submitted by Plaintiff purports to be signed by counsel for all parties, the Rule requires the stipulation to be signed by all parties. Id.

IT IS SO ORDERED this 5th day of July, 2005.



RALPH G. THOMPSON
UNITED STATES DISTRICT JUDGE